

This Software as a Service (SaaS) Subscription Agreement, dated as of April __, 2019 (this "**Agreement**"), is entered into between **Replica, Inc** (Replica) and Metro ("Metro") (and together with REPLICa, the "Parties", and each, a "Party").

Background

As the regional transportation planning agency for the Portland, Oregon metropolitan area, Metro is responsible for collecting data and conducting analyses to plan, operate, and build the region's transportation system. Metro traditionally relies on publicly available sources like the Census as well as its own surveys, but these data have limitations. Metro seeks finer-scale data on travel patterns so that it can prioritize investments that improve safety and convenience, particularly for bicyclists and pedestrians, whose trips are typically too short to be captured by traditional data sources. Metro also seeks more frequently-updated data so that it can understand how travelers respond to new transportation projects and services and better evaluate transportation investments and policies. At the same time, Metro safeguards the privacy of its residents, and seeks to obtain more detailed, up-to-date data without collecting personally identifiable information – either directly or indirectly by obtaining data on individuals' trips – and protect any potentially sensitive data from disclosure. Metro safeguards the privacy of its residents and the companies with which it works, and does not intend to share personally identifiable information or other non-discoverable information with REPLICa.

Replica, a synthetic representation of travel-related outcomes developed by Replica, offers an opportunity to access more detailed transportation data while protecting Portland area residents' privacy. Replica synthesizes data from a wide variety of sources and uses this data to create a detailed simulation of how people travel through a region. Replica models travel behavior for a synthetic population that matches the real population closely, but not exactly, so it doesn't compromise individuals' privacy.

Metro wishes to procure from REPLICa the software as a service of Replica, and REPLICa wishes to provide such services to Metro, each on the terms and conditions set forth in this Agreement.

This Agreement governs Metro's access and use of the Replica services and content.

The Parties agree as follows:

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Software as a Service Subscription Agreement.

"Content" means information provided by REPLICa, including Third Party Data, and made available to Metro through the Services, as more fully described in the Documentation.

"Documentation" means the applicable Service's usage guides and policies, as updated from time to time, accessible via login to the applicable Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Metro's Data" means electronic data and information submitted by or for Metro to the Services, other than by REPLICa and excluding Content and Non-REPLICa Applications.

"Non-REPLICa Application" means a Web-based, mobile, offline or other software process or functionality that is provided by Metro or a third party and interoperates with a Service, including, for example, an application that is developed by or for Metro.

"Output" means the reports and data detailing the results of simulations created by Replica.

"Purchased Services" means Services that Metro or Metro's Affiliate purchase a subscription to hereunder.

"Replica" means REPLICa's synthetic representation of travel-related outcomes in an effort to improve monitoring and planning of transportation and land use systems.

"Services" means the products and services that are provided hereunder, and made available online by REPLICA, including associated Replica offline or mobile components, as described in this Agreement. "Services" exclude Content and Non-REPLICA Applications (unless otherwise expressly provided for by written request and agreed to by the Parties herein).

Replica means Replica, Inc.

"Third Party Data" means information obtained by Replica from publicly available sources or third-party content providers.

"User" means, in the case of Metro, those individuals who are authorized by Metro to use the Replica tool and for whom Metro has requested user identification(s) and password(s); in the case of other Metro partner organizations, those individuals for whom Metro has requested user identification(s) and password(s) on behalf of such organizations. Users may include, for example, Metro's employees, consultants, contractors and agents; its public agency partners; and third parties with which Metro transacts business. Each User will be required to agree to the Terms of Use attached hereto as Exhibit A ("User's Terms of Use") prior to accessing the Services and Content. Metro will use reasonable efforts to ensure that Users use is in compliance with the User Terms of Use.

2. REPLICA'S RESPONSIBILITIES

- 2.1. Provision of Purchased Services.** Subject to and conditioned on compliance with the terms and conditions of this Agreement, REPLICA will (a) make the Services and Content available to Metro pursuant to this Agreement on a limited, non-exclusive, non-transferable basis for use solely on the terms of this Agreement, (b) make the Output received through this Agreement available to Metro for download and export, (c) provide applicable REPLICA standard support for the Purchased Services to Metro on the terms provided herein, (d) use commercially reasonable efforts to make the online Purchased Services regularly available, except for: (i) planned downtime (of which REPLICA will give advance electronic notice by posting or email), and (ii) unscheduled downtime as reasonably necessary to address issues or due to Internet service or other third party outages, and (iii) force majeure events.
- 2.2. Protection of Data.** Each Party will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the other Party's data and Confidential Information. These safeguards will include, but will not be limited to, measures for preventing unauthorized access, use, modification or disclosure of such information by the Party's personnel.
- 2.3. Beta Services.** From time to time, REPLICA may make Beta Services available to Metro at no charge. Metro may choose to try such Beta Services or not in Metro's sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, REPLICA's reservation of rights and Metro's obligations concerning the Services, and use of any related Non-REPLICA Applications and Content, will apply equally to Metro's use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of the date specified for the respective Beta Services (or if no date is specified, six (6) months) or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. REPLICA may discontinue Beta Services at any time in REPLICA's sole discretion and may never make them generally available. Without limitation of any disclaimers herein, REPLICA will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3. USE OF SERVICES AND CONTENT

- 3.1. Subscriptions.** Unless otherwise provided in the applicable Documentation, Purchased Services and access to Content are purchased as subscriptions and available during the term of this Agreement.
- 3.2. Usage Limits.** A User's password may not be shared with any other individual. Metro will maintain the security of all passwords granted to Metro and the security of information systems used to access the Services.
- 3.3. Metro's Responsibilities.** Metro will (a) be responsible for compliance with this Agreement and Documentation by Metro and Metro's Affiliates and Users permitted use hereunder, (b) be responsible for Users' acceptance of the Terms of Use, a copy of which is attached hereto as Exhibit A, which may be maintained and updated by Us from time to time, (c) be responsible for the accuracy, quality and legality of Metro's Data, the means by which Metro acquired Metro's Data and Metro's use of Metro's Data with REPLICA's Services, (d) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify REPLICA promptly of any such unauthorized access or use, (e) use Services and Content only in accordance with this Agreement and Documentation and applicable laws and government regulations, and (f) comply with terms of service of any Non-REPLICA Applications with which Metro uses Services or Content.
- 3.4. REPLICA's Responsibilities.** REPLICA (a) will be responsible for its compliance with this Agreement, and (b) be responsible for ensuring that Services, Content, and Output do not include or make it possible to derive Personally Identifiable Information, as defined below in Section 4.7. REPLICA's responsibilities to mask Personally Identifiable Information include, but are not limited to, removing outlying data points from the Output that would allow a user to

identify an individual based on his/her unique travel patterns, ensuring that it is not possible to derive individuals' home/work location or demographic characteristics from the travel data included in the Output, and ensuring that users cannot derive information on individuals' travel patterns from the demographic or home/work location data included in the Output.

- 3.5. Usage Restrictions.** Metro will not attempt to and will not, directly or indirectly, allow Metro's Users to (a) make any Service or Content available to anyone other than Users, or use any Service or Content for the benefit of, anyone other than Metro, unless expressly stated otherwise herein or in the Documentation, or (b) sell, resell, license, sublicense, distribute, make available, rent, timeshare or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-REPLICA Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-REPLICA Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use of any of Our Services in a manner that violates Our policies made available to you from time to time, or to access or use any of Our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) reverse engineer, or obtain any other data, services or other technology permitting use of the Services or Content, and actually use such data, services or other technology to make any identification of persons, personalize data or otherwise attempt to identify or personalize data subjects or obtain personally identifiable data or otherwise attempt to invade the privacy of another, except for the purposes of ensuring that Services and Content adequately safeguard residents' privacy during validation testing, (l) remove any Marks or legends, (m) bypass or disable any security protections, or (n) disassemble, reverse engineer, attempt to derive the source code or underlying ideas, algorithms, structure, organization or data, or decompile a Service or Content, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Services, (3) copy any ideas, features, functions or graphics of the Service, (4) determine whether the Services are within the scope of any patent, or (5) use the Service for competitive purposes or purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. In addition, as applicable, you will comply with the additional usage restrictions set forth on Schedule A. Any use of the Services in breach of this Agreement, Documentation or Order Forms, by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services.
- 3.6. Removal of Content and Non-REPLICA Applications.** If REPLICA is required by a licensor to remove Content, or receives information that Content provided to Metro may violate applicable law or third-party rights, REPLICA may so notify Metro and in such event, Metro will remove such Content from Metro's production systems promptly. If REPLICA receives information that a Non-REPLICA Application hosted on a Service by Metro may violate REPLICA's policies or applicable law or third-party rights, REPLICA may so notify Metro and in such event, Metro will promptly disable such Non-REPLICA Application or modify the Non-REPLICA Application to resolve the potential violation. If Metro does not take required action in accordance with the above, REPLICA may disable the applicable Content, Service and/or Non-REPLICA Application until the potential violation is resolved.
- 3.7. No Sensitive Data.** The Parties acknowledge that the Services are not intended for use with Personally Identifiable Data and the Parties shall not use the Services in connection with Personally Identifiable Information. "Personally Identifiable Information" means any information which personally identifies the person to whom such information pertains. Personally Identifiable Information includes: name, address, phone number, fax number, email address, financial profile, biometric information, medical information, social security number, credit card information, driver's license number, and license plate number. Personally Identifiable Information does not include information that is aggregated, anonymized, collected or stored in a manner that no longer reflects or references an individually identifiable user. Metro is responsible for ensuring that Metro's (and Metro's Users') use of the Services is in compliance with all applicable laws, rules and regulations, including, without limitation, privacy laws, and that Metro's Data doesn't include any Personally Identifiable Information. Metro will be fully liable for and assume all risk arising from any use that is not compliant with applicable laws, rules and regulations. REPLICA is responsible for ensuring that Services and Content do not include any Personally Identifiable Information and that it is not possible to make any identification of persons or obtain Personally Identifiable Information using Services and Content, and that REPLICA's use of Metro's Data is in compliance with all applicable laws, rules and regulations, including, without limitation, privacy laws. REPLICA will be fully liable for and assume all risk arising from any use that is not compliant with applicable laws, rules and regulations.
- 3.8. Metro Use Cases.** Metro and its Users will not create a copy or derivative work of the Services. For the purpose of this Agreement, a derivative work is a new program that uses, modifies, translates, or otherwise changes the Replica web tool or source code to create a new program. For the purpose of this Agreement, a copy consists of Content that is

presented to the public without attribution to REPLICA. The following proposed uses by Metro or its Users will not create derivative works or copies and are permissible under this Agreement: (1) exporting or downloading the Output made available to Metro or its Users during the contract term; (2) archiving and accessing, in perpetuity, the Output that Metro or its Users receives during the contract term; (3) hosting the Output for Metro staff or its Users' staff and partner organizations to access; (4) publishing or making available publicly with proper attribution and display of all applicable copyright, trade mark and trade secret notices of REPLICA, in perpetuity, aggregate data or analysis and information derived from the Output that REPLICA provides to Metro or its Users during the contract period; (5) displaying aggregate data from the Output on public-facing websites, documents, and other public materials with proper attribution and display of all applicable copyright, trade mark and trade secret notices of REPLICA; (6) applying the Output in analysis as Metro or its Users choose, including without limitation using the Output as an input travel in Metro's travel model and producing maps displaying aggregate data from the Output with proper attribution and display of all applicable copyright, trade mark and trade secret notices of REPLICA, either alone or in combination with other data sources; and (7) creating non-commercial derivative data products, in perpetuity, including without limitation travel model estimation datasets, from the Output provides to Metro or its Users during the contract period.

4. NON-REPLICA PROVIDERS

- 4.1. Providers.** REPLICA or third parties may make available third-party products or services, including, for example, Non-REPLICA Applications and implementation and other consulting services. Any acquisition by Metro of such products or services, and any exchange of data between Metro and any Non-REPLICA provider, product or service is solely between Metro and the applicable Non-REPLICA provider. REPLICA do not warrant or support Non-REPLICA Applications or other Non-REPLICA products or services, whether or not they are designated by Us as "certified" or otherwise.
- 4.2. Non-REPLICA Applications and Your Data.** If Metro chooses to use a Non-REPLICA Application with a Service, Metro grants REPLICA permission to allow the Non-REPLICA Application and its provider to access Metro Data as required for the interoperation of that Non-REPLICA Application with the Service. REPLICA is not responsible for any disclosure, modification or deletion of Metro Data resulting from access by such Non-REPLICA Application or its provider. Metro represents, warrants and covenants that it has or shall have obtained all necessary consents, permissions and approvals from relevant third parties that are needed to provide this access and for REPLICA's use hereunder.
- 4.3. Interoperation with Non-REPLICA Applications.** The Services may contain features designed to interoperate with Non-REPLICA Applications. To use such features, Metro may be required to obtain access to such Non-REPLICA Applications from their providers, and may be required to grant REPLICA access to Metro's account(s) on such Non-REPLICA Applications. REPLICA cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Metro to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-REPLICA Application ceases to make the Non-REPLICA Application available for interoperation with the corresponding Service features in a manner acceptable to Us.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

- 5.1. Fees.** Metro will pay all fees specified hereunder in Schedule 1. Except as otherwise specified herein, (i) fees are based on Services and Content updates received and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable (except as expressly provided herein, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 5.2. Invoicing and Payment.** Charges will be due quarterly following Metro's receipt of seasonal updates to the Output. REPLICA will invoice Metro upon providing updates to the Output in accordance with Exhibit A-1. Invoiced charges are due net 30 days from the invoice date. Metro is responsible for providing complete and accurate billing and contact information to REPLICA and notifying REPLICA of any changes to such information.
- 5.3. Overdue Charges.** If any invoiced amount is not received by REPLICA by the due date, then without limiting REPLICA's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, which will be added to the outstanding balance, and/or (b) REPLICA may condition future subscription renewals on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).
- 5.4. Suspension of Service and Acceleration.** If any amount owing by Metro under this or any other agreement for REPLICA's services is 30 or more days overdue, REPLICA may, without limiting REPLICA's other rights and remedies, accelerate Metro's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend REPLICA's services to Metro until such amounts are paid in full. Other than for customers paying by direct debit whose payment has been declined, REPLICA will give Metro at least 10 days' prior notice that Metro's account is overdue, in accordance with Section 13.1 (Manner of Giving Notice) for billing notices, before suspending services to Metro.

- 5.5. Payment Disputes.** REPLICA will not exercise REPLICA's rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) above if Metro is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 5.6. Taxes.** REPLICA's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Metro is responsible for paying all Taxes associated with Metro's purchases hereunder. If REPLICA has the legal obligation to pay or collect Taxes for which Metro is responsible under this Section 6.6, REPLICA will invoice Metro and Metro will pay that amount unless Metro provides REPLICA with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, REPLICA is solely responsible for taxes assessable against REPLICA based on REPLICA's income, property and employees.
- 5.7. Future Functionality.** Metro agrees that Metro's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by REPLICA regarding future functionality or features beyond those expressly identified in the Acceptance Criteria.

6. PROPRIETARY RIGHTS AND LICENSES

- 6.1. Reservation of Rights.** (a) Subject to the limited license granted hereunder, REPLICA and its Affiliates, its licensors and Content providers reserve all of its/their right, title and interest in and to the Services and Content, including all of its/their related intellectual property rights. No rights are granted to Metro or any User other than as expressly set forth herein during the term. (b) Metro reserves the right to use Output with proper attribution and display of all applicable copyright, trade mark and trade secret notices of REPLICA in reports, studies, estimates, models, computations, memoranda, documents, software documentation, software (in source code and object code) and other papers or materials without restriction. (c) No reports, studies, estimates, models, computations, memoranda, documents, software documentation, software (in source code and object code) and other papers or materials that were developed solely and exclusively by Metro and that are provided by Metro to Sidewalk in connection with this Agreement will be the subject of an application for copyright by or on behalf of Sidewalk. Metro and/or its assigns will retain ownership and all rights and privileges of all such reports, studies, estimates, models, computations, memoranda, documents, software documentation, software (in source code and object code) and other papers or materials that were developed solely and exclusively by Metro without use, incorporation of or reference to the Service or Content and that are provided by Metro to Sidewalk in connection with this Agreement and that are not incorporated into or otherwise used in any of the Services.
- 6.2. Access to and Use of Content.** Metro has the right to access and use applicable Content subject to the terms of this Agreement and the Documentation. Furthermore, during the Term and at the expiration or termination thereof, and subject to the terms of this Agreement, Metro has the right to export or download Metro's Data and the Output.
- 6.3. License to Host Metro's Data and Applications.** Metro grants REPLICA, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, display and use any Non-REPLICA Applications and program code created by or for Metro using a service or for use by Metro with the Services, and Metro's Data, each as reasonably necessary for REPLICA (its affiliates and applicable contractors) to provide, *and ensure proper operation of, the Services and associated systems in accordance with this Agreement*. Subject to the limited licenses granted herein, REPLICA acquires no right, title or interest from Metro or Metro's licensors under this Agreement in or to any of Metro's Data, Non-REPLICA Application or such program code. Metro represents, warrants and covenants that Metro will have or have obtained all necessary consents, permissions and approvals from relevant third parties that are needed to provide this license and for REPLICA's use hereunder.
- 6.4. License to Use Feedback.** Metro grants to REPLICA and REPLICA's Affiliates a worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use, modify, copy, distribute and incorporate into REPLICA's and/or REPLICA's Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by Metro or Users relating to the operation of REPLICA's or REPLICA's Affiliates' services.

7. CONFIDENTIALITY AND PUBLIC RECORDS REQUESTS

- 7.1. Definition of Confidential Information.** "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Metro's Confidential Information includes Metro's Data; REPLICA's Confidential Information includes the Services, Content, Documentation and User passwords; and Confidential Information of each Party includes the terms and conditions of this Agreement (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes and strategic plans disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party under this Agreement, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing

Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- 7.2. Use of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, professional advisors, legal counsel, accountants and contractors who need that access for purposes of this Agreement and who are under obligations of confidentiality with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither Party will disclose the terms of this Agreement to any third party other than its and its Affiliate employees, professional advisors, legal counsel, accountants and contractors with a need to know without the other party's prior written consent, provided that a Party that makes any such disclosure to its or its Affiliates employees, professional advisors, legal counsel, accountants and contractors will remain responsible for such parties' compliance with this "Confidentiality" section. Notwithstanding the foregoing, REPLICA may disclose the terms of this Agreement to a subcontractor or Non-REPLICA Application Provider to the extent necessary to perform REPLICA's obligations to Metro under this Agreement.
- 7.3. Public Records Request.** The parties acknowledge that information shared under this Agreement may be subject to disclosure under Oregon Public Records Law. Metro may disclose information, including Confidential Information, to the extent required or extent compelled by applicable law to do so. Metro will give REPLICA written notice of a request for the Confidential Information within 5 business days of receiving a request for the information. Once Metro has collected information responsive to a request, it will forward the documents to REPLICA for review. REPLICA will have not less than 3 business days to review the documents. Metro will not object if REPLICA wishes to contest disclosure of the documents.
- 7.4. Compelled Disclosure.** In addition to the foregoing, if REPLICA as the Receiving Party is compelled by law, regulatory order, subpoena or court order to do so, it may disclose Confidential Information of Metro, subject to providing Metro prior notice of the requirement (to the extent legally permitted to do so) and providing reasonable assistance to Metro at Metro's cost, if Metro wishes to contest the disclosure.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 8.1. Representations.** In addition to the representations set forth herein, each Party represents that it has validly entered into this Agreement and has the legal authority and capacity to do so and that it is a valid and binding obligation of the Party enforceable in accordance with its terms.
- 8.2. Disclaimers.** Except as expressly provided herein, neither Party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, to the maximum extent permitted by applicable law. The Services, support, Content and Documentation are provided "as is," "as available," exclusive of any warranty whatsoever. Metro acknowledges that REPLICA does not warrant that the Services or support will be provided uninterrupted, accurate, complete, timely, secure, error-free or free of viruses or other Malicious code, nor does it make any warranty as to the results that may be obtained from use of the Service, and no information, advice or services obtained by Metro from REPLICA will create any warranty. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

9. INDEMNIFICATION.

- 9.1.** Subject to the limits and provisions of the Oregon Tort Claims Act, Metro will indemnify, defend and hold harmless REPLICA, REPLICA's Affiliates and REPLICA's respective officers, directors, employees, contractors and agents and successors and assigns against any loss, injury, damage, expense and cost (including reasonable attorneys' fees and expenses), arising from any claim, action, demand, suit or proceeding threatened, made or brought against any such indemnified party by a third party (including a governmental entity) (a) arising out of Metro's use of the Services, including, without limitation, alleging that any of Metro's Data or Metro's use of Metro's Data with REPLICA's Services or with a Non-REPLICA Application provided by Metro, or the combination of a Non-REPLICA Application provided by Metro and used with REPLICA's Services, infringes or misappropriates a third party's intellectual property rights, (b) Metro's violation of this Agreement, including Metro providing unauthorized access to the Services or any password provided to Metro (c) Metro's violation of any third party right, including privacy or intellectual property rights, or (d) Metro's violation of applicable law. If any claim is subject to the limits of the Oregon Tort Claims Act and not indemnifiable, in whole or in part, hereunder, Metro shall promptly notify REPLICA in writing, providing a reasonably detailed explanation of the basis on which Metro is not allowed under such Act to indemnify a particular claim and REPLICA reserves the right to assume the exclusive defense and control of any such matter and any other non-indemnifiable matter. Metro shall remain liable for any portion of the claim or losses which is not otherwise limited or excluded by the Oregon Tort Claims Act. Metro agrees not to settle any matter for which it provides indemnification

without the prior written consent of REPLICA (not to be unreasonably delayed or withheld) unless the settlement unconditionally releases each indemnified party without the obligation to pay any amount or take or forgo taking any action, and is without admission of liability on the part of the indemnified party(ies).

- 9.2.** REPLICA will indemnify, defend and hold harmless Metro and Metro's officers, directors, employees, contractors and agents and successors and assigns against any loss, injury, damage, expense and cost (including reasonable attorneys' fees and expenses), arising from any claim, action, demand, suit or proceeding threatened, made or brought against any such indemnified party by a third party (including a governmental entity) arising out of any claim the Services infringe or misappropriate a third party's intellectual property rights; provided, however, that REPLICA shall have no liability or obligation pursuant to this Section 10.2 in the event that any claim of infringement or misappropriation arises out of or results from the Metro Data, a Non-REPLICA Application, or any Third Party Data. The total, cumulative liability of SW's indemnification obligations under this Agreement will be limited to double the amounts paid by Metro to REPLICA under this Agreement during the twelve (12) months preceding the first incident out of which the liability arose.

10. LIMITATION OF LIABILITY

- 10.1. Limitation of Liability.** Except for claims relating to a Party's breach of confidentiality or amounts pursuant to a Party's indemnification obligations hereunder, the total, cumulative liability of each Party arising out of or related to this Agreement, including, without limitation, whether based on contract, tort, breach of warranty, negligence, strict liability and regardless of the theory of liability, will be limited to the amounts paid by Metro to REPLICA under this Agreement during the twelve (12) months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Metro's and Metro's affiliates' payment obligations under the "Fees and Payment For Purchased Services" section above. Metro's sole and exclusive remedy for errors is described under the "customer support" Exhibit A-2.
- 10.2. Exclusion of Consequential and Indirect Damages.** In no event will either Party or its affiliates have any liability arising out of or related to this Agreement, including in connection with the use of the Services or inability to use the Services, for any lost business, profits, revenues, goodwill or data, or indirect, special, incidental, consequential, exemplary, cost of cover, business interruption or punitive loss, injury or damage, including, without limitation, whether an action is in contract, tort, breach of warranty, negligence, strict liability, and regardless of the theory of liability, even if a Party or its affiliates have been advised of the possibility of such damages or if a Party's or its affiliates' remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent of indemnification claims under section 10 or if prohibited by law, provided in which case a Party's liability will be limited to the greatest extent provided by law. The provisions of this section 11 limit and allocate the risks under this Agreement between the Parties and the Parties have relied on these limitations and allocation of risk in setting and agreeing to the terms (including pricing in the case of REPLICA) of this Agreement.

11. TERM AND TERMINATION

- 11.1. Term of Agreement.** This Agreement commences on the date Metro first accepts it by signing below or accessing the Services and continues for a term of one (1) year from the Acceptance Date (as defined in Exhibit A-1), unless earlier terminated in accordance with the terms of this Agreement.
- 11.2. Termination.** A Party may terminate this Agreement (i) upon 30 days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, (ii) immediately in the event of a breach which is not subject to cure (including under Section 8 hereof), (iii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) REPLICA receives an order by any government that expressly or by reasonable implication requires REPLICA to do so, or (v) Metro acting reasonably determines that the Output does not meet acceptance criteria after re-testing, as detailed in Exhibit A-1. Upon termination of this Agreement for any reason, all licenses granted to Metro hereunder will immediately terminate, Metro's access to the Services will be terminated, and Metro must cease and cause any User to cease use of the Services, Content and Documentation and Confidential Information other than Output. Metro must destroy, or at the request of REPLICA, return all Content and Documentation other than Output. Termination under this provision does not excuse Metro from paying REPLICA for fees properly incurred before the notice of termination, but neither party will be liable for indirect or consequential damages arising from termination under this section.
- 11.3. Refund or Payment upon Termination.** If this Agreement is terminated by Metro in accordance with Section 12.3 (Termination), REPLICA will refund Metro any prepaid fees covering the remainder of the term of this Agreement after the effective date of termination, if any. If this Agreement is terminated by REPLICA in accordance with Section 12.3, Metro will pay any unpaid fees covering the remainder of the term hereunder. In no event will termination relieve Metro of Metro's obligation to pay any fees payable to REPLICA for the period before the effective date of termination.
- 11.4. Metro's Data Portability and Deletion.** Upon request by Metro made within 90 days after the effective date of termination or expiration of this Agreement, REPLICA will make Metro's Data available to Metro for export or download as provided in the Documentation. After such 90-day period, REPLICA will have no obligation to maintain or

provide any Metro's Data, and as provided in the Documentation will thereafter delete or destroy all copies of Metro's Data in REPLICA's systems or otherwise in REPLICA's possession or control, unless legally prohibited.

11.5. Surviving Provisions. Sections 1, 3.2, 4.2, 4.3, 4.4, 6, 7, 8, 9, 10, 11, 12, 13 and 14, in addition to any right or obligation set forth herein which creates a right of action or which by its terms continues beyond the termination or expiration of this Agreement, will survive any termination or expiration of this Agreement.

12. NOTICES, GOVERNING LAW AND JURISDICTION

12.1. Manner of Giving Notice; Electronic Communications. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the third business day after mailing, or (c) upon delivery in the case of a courier, to the address provided below for REPLICA or for Metro. Billing-related notices to Metro will be addressed to the relevant billing contact designated by Metro in writing. All other notices to Metro may be given by posting to the Replica website, by email or written communication sent by first class mail or overnight courier to Metro's address on record with Replica.

Notice for Replica, Inc:
10 Hudson Yards, 26th Floor
New York, New York 10001
Attention: Head of Legal

Notice for Metro:
Office of the Metro Attorney
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

12.2. The communications between Metro and REPLICA shall use electronic means, whether Metro use the Services or send REPLICA emails, or whether REPLICA posts notices on the Services or communicates with Metro via email. For contractual purposes, Metro (a) consents to receive communications from REPLICA in an electronic form; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that REPLICA provides to Metro electronically satisfy any legal requirement that such communications would satisfy if it were be in a hard copy writing. The foregoing does not affect Metro's non-waivable rights. **Agreement to Governing Law and Jurisdiction.** Each Party agrees that this Agreement will be governed by and construed in accordance with the laws of the State of Oregon (and the federal laws of the United States as govern trade secrets), without regard to conflicts of law rules. The Services are controlled and operated from the United States. The Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any suit or action brought by either Party against the other shall be brought exclusively in a court in Multnomah County, Oregon and each Party irrevocably waives and agrees not to assert any claim of improper venue, lack of personal jurisdiction or forum non conveniens in any claim brought according to the terms of this section.

12.3. No Agency. For the avoidance of doubt, REPLICA are entering into this Agreement as principal and not as agent for any REPLICA company. Subject to any permitted Assignment under Section 14.5, the obligations owed by REPLICA under this Agreement will be owed to Metro solely by REPLICA and the obligations owed by Metro under this Agreement will be owed solely to REPLICA.

13. GENERAL PROVISIONS

13.1. Force Majeure. If either Party is rendered unable, in whole or in part, by a force majeure event to carry out its obligations under this Agreement (other than Metro's obligation to make payment in the normal course), the Party will give the other Party prompt notice of the event and its obligations affected by the force majeure will be suspended during the continuance of the force majeure. The term "force majeure" means an act of God, strike, lockout, act of war, public riot, flood, earthquake, fire, governmental action or restraint, and any other cause, whether of a kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party.

13.2. Export Compliance. The Services, Content, other technology REPLICA makes available, and derivatives thereof may be subject to export laws and regulations of the United States and export and import regulations of other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. Metro must not export, re-export or transfer, directly or indirectly, any U.S. technical data acquired from REPLICA, or any products utilizing such data, or permit Users to access or use any Service or Content in a U.S. embargoed country, in violation of any U.S. export law or regulation.

13.3. Anti-Corruption. Metro agrees that Metro has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of REPLICA's employees or agents in connection with this Agreement.

Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Metro learns of any violation of the above restriction, Metro will use reasonable efforts to promptly notify REPLICA's Legal Department at legal-notices@sidewalklabs.com.

13.4. Entire Agreement and Order of Precedence. This Agreement (together with the exhibits hereto) is the entire agreement between Metro and REPLICA regarding Metro's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the Parties. The Parties agree that any term or condition stated in Metro's purchase order or in any other of Metro's order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) this Agreement, (2) User Terms and Conditions, and (3) the Documentation.

13.5. Assignment. Metro may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without REPLICA's prior written consent. In the event of such a termination, REPLICA will refund to Metro any prepaid subscription fees allocable to the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of Metro and Metro's respective successors and permitted assigns.

13.6. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties and neither Party will have the right to bind the other Party.

13.7. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.8. Waiver. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that or any other right and unless in a written instrument signed by the Party making such waiver and expressly making such waiver. No waiver will constitute a consent to or waiver of any other breach of the same obligation or a breach of any other obligation. No representation, statement, consent, waiver or other act or omission to act on the part of REPLICA will be deemed legally binding on it or any Affiliate unless in a writing signed by REPLICA.

13.9. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under applicable law, the other provisions of this Agreement will be unimpaired and the illegal, invalid or unenforceable provision will be deemed modified so it is valid and enforceable to the maximum extent possible in order to affect the intention of the provision; if a term cannot be so modified, it will be deemed null and void.

13.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original of this Agreement and all of which when taken together will constitute one agreement. Delivery of an executed counterpart by facsimile transmission, electronic mail in .pdf form, or any other electronic means intended to preserve the original graphic and pictorial appearance of the document, will have the same effect as physical delivery of the paper document bearing original signatures.

13.11. Third-Party Websites. REPLICA's Services may contain links to and from third-party websites, or other materials or information that are not owned or controlled by us. When Metro clicks on a link to any other website, application or location, another entity may collect information from Metro. Metro does so at Metro's own risk and this Agreement and REPLICA's privacy policy do not apply to those sites or applications. REPLICA has no control over, do not review, and cannot be responsible, for these other websites or their information practices or content. Links to third party websites or applications are for Metro's convenience and do not signify REPLICA's endorsement, guarantee, warranty or responsibility for such third parties or their products, services, applications or websites.

13.12. Copyright/Trademark Information. Copyright ©2018, Replica, Inc. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on or in conjunction with the Services are the property of REPLICA or the property of other third parties. Metro is not permitted to use these Marks without REPLICA's prior written consent.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date by their respective authorized representatives.

Replica, Inc

Metro

By: Nick [Signature]

By: [Signature] Kennedy

Printed Name: _____

Printed Name: Brian Kennedy

Date: _____

Date: 5/13/19

Schedule 1**Subscription Fees**

The initial service period **cost** for the proposed agreement is as follows:

Agreement Type:	All-region
Agreement Price per Resident:	\$0.20 (All-region)
Relevant Resident Population:	2,296,600
Initial Service Period Cost:	\$457,300

Payment is due upon Metro's receipt of updates to the Replica Output, which will occur on a **quarterly basis** beginning after Acceptance Date. Each quarterly payment will be \$114,325.

The initial service period is one (1) year, commencing as of Acceptance Date.

Schedule A

Additional Usage Restrictions:

[complete if applicable]

Exhibit A – Terms of Use

Each User will be required to engage in Click-Through Acceptance of Terms of Use below upon initially accessing Services. At that same point users will also be shown an onboarding message that includes additional information about use cases described in this agreement that are exempt from the restrictions in the terms of use and notifying them that they may export, download, analyze, and display data detailing the results of simulations created by Replica with proper attribution and display of all applicable copyright, trade mark and trade secret notices of REPLICA.

Updated: August 1, 2018

TERMS OF USE**Your Acceptance of these Terms of Use**

Please read these terms of use carefully before using this website as they represent a binding agreement between each user of our website (“**you**”, “**your**”) and Replica, Inc, dba Replica (referred to as “**Replica**”, “**we**”, “**us**”, or “**our**”).

If you wish to access and use the website and/or use our products or services (the “Services”), you must accept and agree to be bound by and comply with these terms of use. If you do not agree to these terms of use, then you must not access or use our website. Your continued use of this website shall constitute your agreement to these terms of use.

You agree that these terms of use, and any related information, communications and agreements between you and us, may be made available or occur electronically.

These terms of use were last updated on the “Updated” date indicated above. We reserve the right, at our sole discretion, to modify these terms of use at any time. Such modifications shall become effective immediately upon the posting thereof. You must review these terms of use on a regular basis to keep yourself apprised of any changes. You can find the most recent version of these terms of use at: <https://goo.gl/VJw17g>

Use of Our Website

Replica grants you (as a permitted user) a limited, revocable, non-exclusive license to access our website for your own personal and non-commercial use and in compliance with applicable law. Use of our website beyond the scope of authorized access granted to you by these terms of use immediately terminates that license.

The rights granted to you in these terms of use are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise exploit the services or the website, whether in whole or in part, or any content displayed on the services or website in any way inconsistent with these terms of use; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the services in any way inconsistent with these terms of use; (c) you shall not access the services or website or any content thereon in order to build a similar or competitive website, product, or service; (d) except as expressly stated in these terms of use, no part of the services or the website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (e) you shall not interfere with, modify, disrupt or disable features or functionality of the services or the website, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the services or the website; (f) you shall not permit other individuals or entities to create links to the services or the website or “frame” or “mirror” the services on any other server, or wireless or internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to the services or website; and (g) you shall not use the services or website for any illegal, unauthorized or other improper purposes. Unless otherwise indicated, any future release, update, or other addition to functionality of the services or website shall be subject to these terms of use. All copyright and other proprietary notices on the services or website (or on any content displayed on the services) must be retained on all copies thereof.

Replica reserves the right, at any time, to modify, suspend, or discontinue the services or website (in whole or in part) with or without notice to you. You agree that Replica will not be liable to you or to any third party for any modification, suspension, or discontinuation of the services or any part thereof.

Access and use of our website may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Replica is not responsible for any delays, delivery failures, incorrect or out of date data or damage resulting from such problems, or from the unavailability of the website for any reason.

All rights not expressly granted by these terms of use are reserved to us, or, if applicable, our licensors.

Trademark and Copyright Information

Our website contains content including, but not limited to, all text, audio, images and other materials or elements (collectively the "Content"). The Content displayed on or through our website is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of our website or the collective work, and/or copying or reproducing our website or any portion thereof to any other server or location for further reproduction or redistribution is strictly prohibited without the express written consent of Replica.

Certain names, graphics, logos, icons, designs, words, titles and phrases on our website constitute trademarks, trade names, trade dress and brand names of Replica (collectively the "Marks") and are protected in the United States and internationally. Any reproduction, modification, creation of derivative works or any other use of the Marks, in whole or in part, is strictly prohibited without the express written consent of Replica.

You further agree not to reproduce, duplicate or copy Content and/or Marks from our website without the express written consent of Replica, and agree to abide by any and all copyright and trademark notices displayed on our website. Our open source code is subject to separate licenses, as set out below.

Although Replica does not claim ownership of content that its users post, by providing feedback to Replica or posting content to any area of our website that is accessible to all users, you automatically grant, and you represent and warrant that you have the right to grant, to Replica an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said feedback or content, and create compilations and derivative works from such content, as part of our website or otherwise.

Subject to the above provision regarding open source code: (a) you may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in our website; and (b) without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of our website.

Your Privacy

We respect your right to privacy. All information that we may collect via the website is subject to our privacy statement, which is accessible within the Replica Application.

Your Conduct

To the extent that our website permits you to post, email, or otherwise make available content, you agree not to post, email or otherwise make available content that:

- (a) is unlawful;
- (b) includes personal or identifying information about another person without that person's explicit consent;
- (c) impersonates any person or entity, including, but not limited to, a Replica employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- (d) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (e) is harmful, threatening, abusive, harassing, degrading, defamatory, and/or pornographic;
- (f) constitutes or contains any form of advertising or solicitation, or that includes links to commercial services or websites;
- (g) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- (h) disrupts the normal use of our website with an excessive amount of content, or that otherwise negatively affects other users' ability to use our website; or
- (i) employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through our website.

You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Replica or any other person may incur as a result of your submission of any information on or through this website.

Replica reserves the right to refuse to post or to remove any content, in whole or in part, that, in its sole discretion, is unacceptable, undesirable, or in violation of these terms of use. Replica also reserves the right to log any of your in product activity to monitor the use of the product and use such logs for the enhancement of the product, amongst other reasons.

Notification and Infringement Claims

If you believe credit for any Content posted on Replica's website should be attributed to you, please notify our designated agent by written communication using the email mechanism on the Contact Us section at <http://model.sidewalklabs.com>

Replica will investigate notices of alleged infringement and takes appropriate actions under applicable law.

Your notice must include: (a) a physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is alleged to be infringed; (b) a description of the copyrighted work claimed to have been infringed; (c) a description of the Content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) a statement that, as the copyright owner, you have a good faith belief that use of the Content on the website in the manner complained of is not authorized by you, your agent, or applicable law; and (f) a statement that the information in the notification is accurate, and that, to the extent applicable under penalty of perjury, the complaining party is authorized to act on behalf of the copyright owner.

If Replica is notified that any Content infringes a copyright, Replica shall conduct a reasonable investigation of the conduct and may remove such Content from the website or take other steps that Replica deems appropriate or that may be mutually agreed upon between Replica and the copyright owner.

Claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and lawyer's fees.

Personal Website Account

From time to time certain sections of our website may only be available to you upon registration for a website account. By registering, you represent and warrant to Replica that: (a) all information provided by you to Replica during the registration process is truthful, accurate and complete; and (b) you will comply with these terms of use.

As a registered user, you agree to maintain and promptly update your registration information as necessary to keep it accurate, current and complete.

You will be responsible for any loss, damage, or additional costs that we and/or our service providers or others may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration or other information that you submit via our website.

You acknowledge that you are solely responsible for maintaining the confidentiality of your account password, and that you (and not us) will be responsible for any loss resulting from any unauthorized use of your account or access to your content. You agree to immediately notify us of any unauthorized use of your account.

Disclaimer Regarding Third Party Content

This website may offer access to third party websites and content available over the Internet. Replica generally exercises no control over such third party websites and content or the collection or use of your data shared with such websites. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You are responsible for viewing, accepting and abiding by the terms of use and privacy

policies posted at these third party websites. Inclusion of a link to third party content does not imply endorsement by Replica of such content. You further agree that Replica shall not be liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any third party websites or content.

Disclaimer of Warranties and Liability

THIS WEBSITE (INCLUDING ITS CONTENT AND THE SERVICES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE ACCURACY OR COMPLETENESS OF THE WEBSITE, TITLE, NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. YOUR USE IS AT YOUR OWN RISK.

You hereby release and forever discharge Replica (and its affiliates and the officers, directors, employees, agents, successors, and assigns of Replica and its affiliates) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the services or website (including any interactions with, or act or omission of, other Services users or any third-party service). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY EXPRESSLY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Replica does not warrant the accuracy or completeness of the Content. Replica and its affiliates, and their respective directors, officers, employees, subsidiaries, affiliates, successors, assigns, agents, service providers shall not be liable for any (i) direct damages in excess of USD\$100; or (ii) special, indirect, incidental, or consequential damages, including without limitation, lost revenues or lost profits, which may result from the use of the Content or this website. Replica may make changes to this website, or to the products described therein, at any time without notice. Replica makes no commitment to maintain this website or to update the information contained herein.

Indemnity

You agree to indemnify and hold Replica and its affiliates, and their respective directors, officers, employees, subsidiaries, affiliates, successors, assigns, agents, service providers harmless from any claim or demand, including reasonable legal fees and court costs, made by any third party due to or arising out of content you submit, post or make available through this website, your use of this website, your violation of these terms of use, your breach of any of the representations and warranties herein, or your violation of any rights of another person.

Unsolicited Submissions

If you submit ideas, drawings, suggestions, comments, feedback or similar information to Replica, whether through this website or otherwise, you do so with no expectation of confidentiality and with no expectation that you have any proprietary interest in the content of your submissions.

You agree that the content of your submissions will immediately become the property of Replica. You also recognize that your submissions may be used or developed by or on behalf of Replica or its affiliates without any obligation to you.

General Matters

These terms of use constitute the entire agreement between you and Replica regarding your use of our website, superseding any prior agreements between you and Replica. These terms of use and the relationship between you and Replica shall be governed by the laws of the State of New York without regard to its choice of law rules and without regard to its conflict of law provisions (except that the arbitration provision shall be governed by the Federal Arbitration Act).

You and Replica agree to submit to the non-exclusive jurisdiction of the courts located in the State of New York, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms of use. The services provided hereunder and the website are controlled and operated from the United States and the information we collect through the services is governed by the applicable laws of the United States. By accessing or using the services or website or otherwise providing information to us, you consent to the processing, transfer and storage of information in and to the United States (where you may not have the same rights and protections as you do under your local law)

and your use of the services or website must be in compliance with the applicable laws, rules and regulations of the United States. The failure of Replica to exercise or enforce any right or provision of these terms of use shall not constitute a waiver of such right or provision. If any provision of these terms of use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms of use remain in full force and effect.

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How to Contact Us. If you have any questions or comments about these terms of use, please contact us via email at replica-support@sidewalklabs.com

Exhibit A-1

Acceptance Criteria

The Services must meet the following acceptance criteria (mutually agreed acceptance criteria will be added by an amendment to this Agreement executed by the parties within 60 days of execution of this Agreement):

[to be added by amendment]

Metro will have a period of 30 days from the later of the delivery of the Services or the addition of acceptance criteria to this Agreement ("Acceptance Period" and the date of acceptance, the "Acceptance Date"), to confirm that the Services meet the foregoing acceptance criteria. If Metro chooses not to conduct acceptance testing or raise no concerns within this Acceptance Period, the Services will be deemed accepted by Metro. If the Services do not meet the foregoing criteria in Metro's reasonable determination Metro will advise REPLICA within the Acceptance Period, providing a reasonably detailed description of the non-conformity and allowing Us a reasonable period of time using reasonable commercial efforts to correct any such non-conformity prior to providing back to Metro for acceptance testing. The acceptance criteria and process will be re-applied until the Services meet the acceptance criteria, provided that if in the reasonable estimation of either Party after re-testing, the Services continue to be non-conforming to the acceptance criteria either Party may terminate the Agreement upon written notice without further obligation and any amount prepaid by Metro will be refunded as Metro's sole remedy.

Both Metro and REPLICA will test Services against the acceptance criteria above. As part of this process, Metro will provide REPLICA with Metro's Data to use in acceptance testing where Metro's Data are publicly available. Any Metro Data provided strictly for testing purposes are not to be used as inputs to develop the Services.

Metro safeguards the privacy of its residents and the companies with which it works, and does not intend to share personally identifiable information or other non-discoverable information with REPLICA. Metro shall withhold any of Metro's Data used in acceptance testing that are not publicly available or otherwise subject to restrictions on sharing until Metro makes a determination that Replica meets the acceptance criteria associated with those data. Metro shall aggregate or anonymize data that are not publicly available as necessary before sharing them with REPLICA. REPLICA will not knowingly use Metro's Data with Personally Identifiable Information, as defined in Section 4.7 of this Agreement, nor attempt to derive Personally Identifiable Information from Metro's Data.

Exhibit A-2

Customer Support

REPLICA will deliver updates (patches, bug fixes, modifications) as generally made available. Only updates that apply to Metro's licensed version of the Services will be provided without additional charge. REPLICA will use commercially reasonable efforts to correct errors or provide a reasonable workaround as soon as possible using reasonable efforts during REPLICA's normal business hours. Metro will provide access, information and support as REPLICA may require in the process of resolving an error. This is Metro's sole and exclusive remedy for errors.

REPLICA is not obligated to correct any errors or provide any support to the extent created in whole or in part by Metro or Metro's Users, including, without limitation, a failure by any such person to use the Services in accordance with the terms of this Agreement.

Replica will provide the following customer support during the term of the Agreement:

- Onboard Week: On-premises, three-day, training sessions open to all authorized agencies and users.
- Quarterly, on-premises, two-hour training sessions open to authorized users;
- Monthly, video-conference, meeting with **lead agency** to discuss product updates, customer questions, and other issues.
- On-demand access to customer success staff via email, telephone, and/or other customer support channels open to authorized Users. Every support request will be responded to within one business day.